

Instructions for Completing the Suffolk County Film Permit Agreement Application

ALL PAPERWORK GIVEN BELOW MUST BE FORWARDED TO THE FILM OFFICE AT LEAST 5 BUSINESS DAYS BEFORE COMMENCEMENT OF FILMING.

1. Provide a letter of intent on letterhead explaining production project and how the property, street, or park will be used. Include number of talent, crew, vehicles, and special requirements (closing of streets, simulated violence, noise etc.)
2. Read Exhibit A carefully, particularly regarding insurance requirements on pages, 2-3 Please find attached a sample certificate of insurance. **Please note that Suffolk County requires the policy declarations from your underwriter.** This is not typically requested of third parties. This is provided by the underwriter providing coverage. If you have questions regarding this, ask your insurance agent.

Certificate Holder must be exactly as follows:

Suffolk County
H. Lee Dennison Bldg., 11th Floor
100 Veterans Highway
Hauppauge, NY 11780

3. Complete Exhibit B, except grayed areas. If you are filming at more than one location, copy and paste the location table for as many locations as required.
4. E-mail the permit application to diana.cherryholmes@suffolkcountyny.gov or janet.scheel@suffolkcountyny.gov
5. We will complete an Agreement page based on the information you provide in the permit application and letter of intent and send to you for signature.
6. The application will be processed when we have received the letter of intent, completed permit application, signed Agreement page, insurance, and maps (if maps are applicable).
7. For Production in Suffolk County Parks & Recreation properties:

PLEASE BE ADVISED THAT YOU ARE RESTRICTED TO THE DATE(S) AND HOURS INDICATED IN THE FILM PERMIT. IF YOU RUN OVER THIS PERMITTED TIME, YOU WILL BE CHARGED AN ADDITIONAL DAY AND STAFF OVERTIME. YOU MUST PROVIDE A VALID CREDIT CARD; IF THE PRODUCTION RUNS OVER THE TIME PERMITTED, RESULTING EXPENSES INCURRED BY THE COUNTY SHALL BE CHARGED.

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EXHIBIT A

1. Definitions

For purposes of this permit, the following terms shall have the following meanings:

a. "Equipment" shall include, but is not limited to, television, photographic, film or videocameras or transmitting television equipment, including radio remotes, props, sets, lights, electric and grip equipment, dolly tracks, screens, or microphone devices, and any and all production related materials. "Equipment" shall not include (a) "hand-held devices," as defined in paragraph (3) of this subdivision, and (b) vehicles, as defined in section one hundred fifty-nine of the New York vehicle and traffic law, that are used solely to transport a person or persons while engaged in the activity of filming or photography from within such vehicle, operated in compliance with relevant traffic laws and rules.

b. "Film" or "Filming" shall mean the taking of motion pictures, the taking of still photography or the use and operation of television cameras or transmitting television equipment, including radio remotes and any preparatory activity associated therewith, and shall include but are not limited to, the making of feature or documentary films, television serials, webcasts, simulcasts or specials.

c. "Hand-held devices" shall mean (a) film, still or television cameras, videocameras or other equipment which are held in the photographer's or filmmaker's hand and carried at all times with the photographer or filmmaker during the course of filming or (b) tripods used to support film, still, television cameras or videocameras. Hand-held devices shall not include cables or any other item or equipment not carried by the photographer or filmmaker at all times during the course of photography, filming or transmission.

d. "Photography" shall mean the taking of moving or still images.

e. "Rigging/de-rigging" shall mean the loading in or loading out, loading or unloading, of any shooting or production related equipment, including but not limited to props, sets, electric and grip equipment, at any location, time and date where film or theatrical production is not occurring.

f. "Scouting" shall mean the act of viewing, assessing and photographing locations for filming or photography during pre-production or production for, still photography, feature films, television series, mini-series or specials or other productions.

g. "Shooting" shall include (a) filming interiors or exteriors and (b) filming theatrical productions whose performances are presented indoors.

2. Display of County Film Permit

All permittees shall have the County Film Permit, as well as any other permits required by the Department or any other governmental entity, in their possession on location at the time and site of the

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scouting, rigging or shooting and shall make such permit(s) available for inspection at the request of an employee of the Suffolk County Police Department (SCPD) or other government agency.

3. Indemnification and Defense

a. General

The Permittee agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Permittee in connection with the activities described, referred to and authorized in this Agreement. The Permittee shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Permittee, its officers, officials, employees, subcontractors or agents, if any, in connection with the activities described, referred to and authorized in this Agreement.

b. Federal Copyright Act

The Permittee hereby represents and warrants the Permittee, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act in connection with the activities authorized in this Agreement. Furthermore, the Permittee agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Permittee in connection with the activities described, referred to and authorized in this Agreement. The Permittee shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Permittee, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the activities described, referred to and authorized in this Agreement.

4. Insurance:

a. The Permittee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Permittee agrees to require that all of its subcontractors, in connection with activities performed for the Permittee related to this Agreement, procure pay the entire premium for and maintain throughout the term of this Agreement, insurance in the amounts and types equal to that specified by the County for the Permittee. Unless otherwise specified by the County and agreed to by the Permittee in writing, such insurance shall be as follows:

- i. Commercial General Liability insurance, including contractual liability coverage, **in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence** for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. Automobile Liability insurance (if any vehicles are used by the Permittee in the performance of this Agreement) in an amount not less than Five Hundred Thousand

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Dollars (\$500,000.00) per person per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. If requested to do so, Permittee shall furnish to the County prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Board Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Permittee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Permittee shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the Permittee shall furnish a declaration page or insuring agreement AND endorsement page evidencing the "County of Suffolk" as an additional insured on said policy**, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- d. **All evidence of insurance shall provide for the County to be notified in writing 30 days prior to any cancellation, nonrenewal, or material change in the policy** to which such evidence relates. It shall be the duty of the Permittee to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

4. Prohibitions

Permittee shall not violate any federal, state, or local laws or health, building, and fire codes while engaging in motion picture, television, and still photography on any County property or facility.

5. Violation

Any misrepresentation in the permit application, violation of the terms of the permit, or any rules or regulations promulgated pursuant to Chapter 463 of the Suffolk County Code shall result in the permit being cancelled. Any such misrepresentation or violation shall also be cause for denial of future permits.

6. Permission to film and record sound on County-owned property

County gives Permittee permission to enter the premises designated in the Agreement to film, as defined herein, and make sound recordings, and to use these sound recordings and film in the Filmed Product in any and all media now known or hereinafter devised throughout the world, and in connection with the advertising of the Filmed Product. Permittee agrees not to use the name or logo of the premises, but may use a fictional name for the premises.

7. Rules and Regulations Pertaining to Film and Photography Shoots in County Parks

- No vehicles will be permitted to park within a County park's perimeter unless previously approved **by the Department in conjunction with the Suffolk County Parks Department.**
- Filming will not be permitted where it would compromise the privacy of park patrons (ex: bathrooms,

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comfort stations and locker rooms).

- Any extensive set-up on County park lawns must be cleared in advance **by the Department in conjunction with the Suffolk County Parks Department.** Please note that regulations concerning extensive set-up vary by park.
- Requests to tie, drape, or attach rope, props, or equipment to trees, shrubs, fences, or benches will be declined, as will requests to tie or attach anything to any architectural features, statues, sculptures, or fountains. Cutting, tying back, or altering shrubs, plantings, or trees in any way is illegal and will not be permitted.
- If set-up requires cable or live wires, any cable that crosses a pedestrian path must be covered and all appropriate safety measures taken.
- No directional signs for filming locations of any kind may be posted or staked into the ground.
- All materials brought in by Permittees, including trash, must be removed from the park. Summonses will be issued for any trash left behind and any damage caused to park property. All areas should be left in the condition in which they were found.

8. Modifications

a. If the Department determines that modifications should be made to the terms or conditions of any permit, or that a permit should be revoked, the Department may do so based one or more of the following conditions:

- (1) conditions exist that may pose a danger or a threat to participants, onlookers or the general public;
- (2) the Department has information that the permittee is unlikely to comply or is not in compliance with the material terms of the requested permit

b. If the Department revokes any permit prior to the date of the scouting, rigging or shooting, the permittee may appeal the revocation, subject to the time limitations set forth below:

(1) If a permit application is revoked more than 30 days prior to the proposed scouting, rigging or shooting, the applicant shall have 10 days from the date that such denial is emailed or faxed to the applicant to appeal such denial in writing to diana.cherryholmes@suffolkny.gov or janet.scheel@suffolkcountyny.gov. The Department shall render a decision on such appeal within 10 days of receipt of such appeal.

(2) If a permit application is revoked more than 10 days and less than 30 days prior to the proposed scouting, rigging or shooting, the applicant shall have 5 days from the date such denial is e-mailed or faxed to the applicant to appeal such denial in writing to **to** diana.cherryholmes@suffolkcountyny.gov or janet.scheel@suffolkcountyny.gov. Such appeal may be faxed or emailed. The Department shall render a decision on such appeal within 5 days of receipt of such appeal.

(3) If a permit application is revoked 10 or fewer days prior to the proposed scouting, rigging or shooting, the applicant shall have one day from the date such denial is e-mailed or faxed to the applicant to appeal such denial in writing to diana.cherryholmes@suffolkcountyny.gov or janet.scheel@suffolkcountyny.gov. Such appeal may be faxed or emailed.. The Department shall render a decision on such appeal as soon as is reasonably practicable.

c. During the course of scouting, rigging or shooting, the Department or SCPD may

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suspend any permit where public health or safety risks are found or where exigent circumstances warrant such action.

9. Non-transferability

This permit is non-transferable and non-assignable.

10. Credit

Recognition will be accorded to the Suffolk County Film Commission and the County of Suffolk in the Filmed Product credits as follows: "Suffolk County, New York and the Suffolk County Film Commission."

-END OF EXHIBIT A-

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EXHIBIT B

Suffolk County Uniform Film Permit Application

Date of Preliminary Submission:

Company:	
Submitted by: Title/Name	Email:
Address:	
Telephone:	Fax:
Local Address (if applicable):	
Telephone:	Fax:
Location Manager:	Director:
Cell:	Producer:
On location Contact:	Cell:

Title or Product (required) :		
Estimated Suffolk County Spend (required) :		
IF APPLICABLE Name of Hotel, Number of Rooms, Number of Nights:		
Total Number in Crew:	Number in Cast:	Name Talent:

Production Type (must choose ONE):		Use Agreement Fees PER DAY: (office use only)
<input type="checkbox"/> Feature Film	<input type="checkbox"/> TV Series / Pilot	
<input type="checkbox"/> Documentary	<input type="checkbox"/> TV Commercial	
<input type="checkbox"/> Video / Industrial	<input type="checkbox"/> Web Content	
<input type="checkbox"/> Short	<input type="checkbox"/> Still Photography	Total number of production days:
<input type="checkbox"/> Student	<input type="checkbox"/> Other (specify):	Permit Fees Total Due:

Production Vehicle List: Indicate quantity and size or length of each. Attach separate list if necessary.			
Honey wagon:		Production van:	
Wardrobe:		Maxi Van:	
Set Dressing / Props:		Caterer:	
Generator:		Effects:	
Camera:		Grip / Electric:	
Other (specify):		Motor Home:	
For Office Use Only:	Start Date:		
Check #	Permit #:	Total Due:	#Shooting Days:

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** Please List Locations In Sequence By Date And Time **

No. Location & Address:				
Date(s) and days of week	Location	Start Time	End Time	List: Equipment, Street Closure, ITC, Personnel and/or Special Conditions:
	<input type="checkbox"/> EXT			
	<input type="checkbox"/> INT			
	<input type="checkbox"/> BOTH			
Summarized Scenes:				
Please check all that apply:		<input type="checkbox"/> Parking Request*		<input type="checkbox"/> Wet Downs
<input type="checkbox"/> Pyrotechnics		<input type="checkbox"/> Signature Survey		<input type="checkbox"/> Simulated Violence
<input type="checkbox"/> Neighborhood Notification		<input type="checkbox"/> Police Services		<input type="checkbox"/> Children Performers
				*MUST INCLUDE MAP INDICATING SPACE
Conditions (Office Use Only)				

E-MAIL application to:

diana.cherryholmes@suffolkcountyny.gov

janet.scheel@suffolkcountyny.gov

PHONE: 631-853-4834

FAX: 631-853-4767